



COOPERATIVE PURCHASING AGREEMENT FOR ANNUAL HYDRANT MAINTENANCE, REPAIR, AND REPLACEMENT SERVICES

THIS COOPERATIVE PURCHASING AGREEMENT FOR ANNUAL HYDRANT MAINTENANCE, REPAIR, AND REPLACEMENT SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **R & M SERVICE SOLUTIONS, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 27-1422665) ("Contractor").

WHEREAS, after a competitive procurement process, the Town of Longboat Key, Florida ("Town") entered into an Agreement with R&M Service Solutions, LLC for the provision of annual fire hydrant maintenance, repair, and replacement services, Contract Number IFB 24-091 (the "Longboat Key Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to purchase labor, services, and materials for the provision of fire hydrant maintenance, repair, and replacement services pursuant to essentially the same terms and conditions provided under the Longboat Key Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor agrees to extend the terms, conditions, and pricing of the Longboat Key Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for annual hydrant maintenance, repair, and replacement as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **Longboat Key Agreement:** shall mean the Agreement for annual hydrant maintenance, repair, and replacement between the Town of Longboat Key and R&M Service Solutions, LLC and its exhibits, as amended and attached hereto as **Exhibit A – Longboat Key Agreement**.
3. **INCORPORATION OF LONGBOAT KEY AGREEMENT.** The Longboat Key Agreement attached hereto as **Exhibit A** is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Longboat Key Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.



4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

- A. Exhibit A: Longboat Key Agreement (A-1 through A-18)
- B. Exhibit B: Letter of Agreement (B-1)

5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Longboat Key Agreement are modified and replaced, in their entirety, as follows:

- A. The terms "Town," or "Longboat Key" shall be replaced and intended to refer to the "City of Ocala."
- B. **COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **NINE HUNDRED SEVENTY-FOUR THOUSAND, FOUR HUNDRED SIXTY-FOUR AND NO/100 DOLLARS (\$974,464)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – Longboat Key Agreement**.
- C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **NOVEMBER 5, 2025**, and continue through and including **JANUARY 5, 2028**.
- D. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Water Resources** Address: **1805 NE 30th Avenue, Bldg. 600, Ocala, Florida 34470** Attn: **Stacey Ferrante** Email: sferrante@ocalafl.gov Office: **352-351-6772**.
- E. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- G. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must



also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

- H. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
- 6. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
- 7. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
- 8. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
 - A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.



- C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

9. ADDITIONAL INSURANCE REQUIREMENTS.

- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.



- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

10. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

11. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.



12. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
13. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
14. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
15. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
17. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
18. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits



of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

19. NOTICES. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

R&M Service Solutions, LLC
 Attention: Michael George
 7256 West Port Place
 West Palm Beach, Florida 33413
 E-mail: mgeorge@rmservicesolutions.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: cityattorney@ocalafl.gov

20. ATTORNEYS' FEES. If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

21. JURY WAIVER. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR



OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

22. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
23. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
24. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
25. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
26. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
27. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
28. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
30. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a



duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

31. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
32. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
City Attorney

R&M SERVICE SOLUTIONS, LLC

Signed by:
Mike George

By: Mike George

(Printed Name)

Title: General Manager

(Title of Authorized Signatory)

DocuSign Envelope ID: 77A2520D-DC2A-47D4-B4CE-C1F6D458E82C

To:	Howard
From:	Kari
Date:	1/3/2025
Subject:	Signature approval

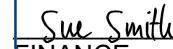
Howard,

Attached for your signature is an annual agreement for fire hydrant maintenance and repair. The initial term is for 3-years with 2 optional renewals.

.

Thank you-
Kari

DocuSigned by:


Sue Smith
FINANCE

401.30.52.546.4604 Bal \$93,722

TOWN OF LONGBOAT KEY**AGREEMENT****FOR****IFB 24-091 FIRE HYDRANT MAINTENANCE, REPAIR AND
REPLACEMENT SERVICES**

This **AGREEMENT** for annual fire hydrant maintenance, repair and replacement services (hereinafter "Agreement") is entered into by and between the Town of Longboat Key, 501 Bay Isles Road, Longboat Key, FL 34228, a political subdivision of the State of Florida (hereinafter "Town") and **R&M Service Solutions, LLC** whose address is 7256 West Port Place., West Palm Beach, Florida 33413 and whose Federal Employer Identification Number is 27-1422665, (hereinafter "Contractor"), as of the latest date appearing on the signature lines below.

WHEREAS, the Town desires to retain the services of a competent and qualified contractor to provide services to include but not be limited to performing annual fire hydrant maintenance, repair and replacement services testing services in accordance with all applicable local, state, and federal rules; and,

WHEREAS, the Town has solicited for these services via IFB 24-091 Fire Hydrant Maintenance, Repair and Replacement Services, an advertised invitation for bid; and,

WHEREAS, after review and consideration of all responsive bids to IFB 24-091, the Town intends to engage the Contractor to provide the services; and

WHEREAS, the Contractor is agreeable to providing the Town the services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree, as follows:

SECTION 1.0 –SERVICES TO BE PERFORMED BY THE CONTRACTOR

1.1 The Town does hereby retain the Contractor to furnish, provide and perform the services (collectively, the "Services") described in the Scope of Work and the Town's Invitation For Bid, IFB 24-091, to include all attachments and addenda, and in the Contractor's response thereto (collectively, "IFB 24-091" is attached hereto as a composite "Exhibit A" and made a part of this Agreement).

SECTION 2.0 –COMPENSATION**2.1 General**

2.1.1 The Town shall pay the Contractor in accordance with "Exhibit B, Bid Form", which is attached hereto and made a part of this Agreement. Payment to the Contractor will be made only for the actual quantities of services performed.

2.1.2 All of the Contractor's invoices shall be accompanied by service and location records for all billable items appearing on the invoice. Additional supporting documents may be requested by the Town and, if so requested, shall be furnished by the Contractor to the Town's Finance Director's satisfaction. These include, but are not limited to, reimbursable expenses as outlined in Section 2.2 of this Agreement.

2.1.3 The Contractor's Project Manager or any authorized officer shall attest to the correctness and accuracy of all charges and requested reimbursements.

2.1.4 Each individual invoice shall be due and payable in accordance with the State of Florida Prompt Payment Act, Chapter 218, Florida Statutes. All invoices shall be delivered to:

Exhibit A- Longboat Key Agreement**CONTRACT# WRS/260064**

DocuSign Envelope ID: 77A2520D-DC2A-47D4-B4CE-C1F6D458E82C

Town of Longboat Key
 Attention: Accounts Payable
 501 Bay Isles Road
 Longboat Key, FL. 34228

2.1.5 In order for both parties to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final billing for the Services rendered to the Town. The Contractor's submission of a Final Invoice is its certification that all of its Services have been properly performed and all charges and costs have been invoiced to the Town. Upon receipt of the Final Invoice, the account will be closed, and the Contractor shall be deemed to have waived any further charges not properly included on the Final Invoice.

2.1.6 Intentional misrepresentations of billable items and reimbursable expenses will be pursued to the fullest extent of the law.

2.2 Reimbursable Expenses

2.2.1 All of the Contractor's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the Town's Reimbursable Fee Schedule that is attached hereto as "Exhibit C" and made a part of this Agreement. "Reimbursable Expenses" are the actual, pre-approved expenses incurred directly in connection with the tasks the Town has requested. Reimbursable Expenses will be reimbursed by the Town at cost, but not to exceed the amounts listed, as applicable, on Exhibit C. The Contractor's request for payment shall include copies of paid receipts, invoices or other documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

2.2.2 All assets (durable goods) purchased as Reimbursable Expenses become the property of the Town upon completion of the Services for which the asset was utilized. All such assets must be surrendered by delivery to the Town immediately upon (i) demand, (ii) termination of this Agreement, or (iii) the conclusion of the project, whichever event occurs first.

2.2.3 It is the responsibility of the Contractor to maintain a current inventory of all such assets.

SECTION 3.0 – CONTRACTOR'S REPRESENTATIONS

In order to induce Town to enter into this Agreement, Contractor makes the following representations, upon which the Town has actually and justifiably relied:

3.1 That Contractor has examined and carefully studied all applicable documents, and that Contractor has the experience, expertise, and resources to perform all required Services.

3.2 That Contractor has at least a fair representative sample of the Services and is satisfied as to the general and common conditions that may affect cost, progress, performance or furnishing of the Services that may be performed pursuant to this Agreement.

3.3 That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations, if any, that may affect cost, progress, performance, and furnishing of the Services to be performed pursuant to this Agreement.

3.4 The Contractor is a Florida Limited Liability Company registered and in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

3.5 The Contractor has the full right and authority to enter into this Agreement and perform its obligation in accordance with its term.

3.6 The Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

3.7 The Contractor shall, at no additional cost to the Town, re-perform those Services which fail to

satisfy the foregoing standard of care, the requirements and standards of this Agreement or which otherwise fail to meet the requirements of this Agreement.

SECTION 4.0 - ENTIRETY OF AGREEMENT

4.1 The Town and the Contractor agree that this Agreement sets forth the entire Agreement between the parties with respect to its subject matter, and there are no promises or understandings other than those stated herein.

4.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Town and the Contractor pertaining to the Services, whether written or oral.

SECTION 5.0 – INSURANCE

5.1 The Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance coverage in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the Town as a named, additional insured, as well as furnishing the Town with Certificates of insurance. Said insurance coverages procured by the Contractor as required herein shall be considered, and proposer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the Town, and that any other insurance, or self-insurance available to the Town shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

5.2 The Contractor is to secure, pay for, and file with the Town, prior to commencing any Services under this Agreement, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Agreement, the Contractor shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
Additional Umbrella Liability	\$1,000,000	Occurrence / Aggregate
Professional Liability	\$1,000,000	Per Claim / Aggregate

The Contractor shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, the Town of Longboat Key named as an additional insured on its General Liability and Automobile Liability policies on a PRIMARY and NON- CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of the Town on all policies. Contractor will maintain the General Liability and Professional Liability insurance coverages summarized above with coverage continuing in full force, including the additional insured endorsement on the General Liability policy until at least three (3) years beyond completion and delivery of the Services agreed upon herein.

5.3 Notwithstanding any other provision of the Agreement, the Contractor shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the Contractor who is performing any labor, services, or material under the Agreement. Further, with respect to Employers' Liability, Contractor shall additionally maintain the following minimum limits of coverage:

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Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

5.4 Contractor's insurance policies shall be endorsed to give thirty (30) days written notice to the Town in the event of cancellation or material change.

5.5 Contractor will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. Contractor will notify the Town immediately by telephone at (941) 316-1999 of any accident or injury to anyone that occurs on the Services site and is related to any of the Services being performed by the Contractor.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

SECTION 6.0 – TERM OF AGREEMENT

6.1 The term of the Agreement shall be for a three (3)-year period, commencing upon the effective date and remaining in force and effect unless sooner otherwise terminated herein.

6.2 The Town reserves the right to renew this agreement for two (2) additional one (1)-year periods under the same terms and conditions of the original agreement.

SECTION 7.0 – TERMINATION OF AGREEMENT

7.1 Termination for Cause: Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of this Agreement at the discretion of the Town. In such event, the Town shall issue a Notice of Default to the Contractor specifying the nature of the default and the cure period and terms, if any.

7.2 Termination for Convenience of Town: The Town for any reason may terminate this Agreement at any time by giving at least thirty (30) days written notice to the Contractor. Notwithstanding, the Town may terminate this Agreement immediately upon any lapse in the insurance coverage to be retained by the Contractor, or failure to fulfill any of the insurance requirements as provided herein. In this event, Contractor shall be entitled to compensation for any satisfactory Services completed prior to termination in accordance with this Agreement.

7.3 Termination for Convenience of Contractor: This Agreement may be terminated by the Contractor by either: (a) mutual consent of both parties; or (b) upon ninety (90) days written notice delivered by certified mail, return receipt requested to the Town.

7.4 Effect of Termination: In the event this Agreement is terminated for any reason, finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Contractor under this Agreement shall be made available to and for the exclusive use of the Town at no additional cost to the Town. The Contractor shall immediately discontinue all affected Services unless a notice directs otherwise. Unless in dispute or subject to the Town's remedy, the Contractor shall be paid for Services actually rendered through the date of termination.

SECTION 8.0 – INDEMNIFICATION AND LIABILITY

8.1 To the fullest extent permitted by law, the Contractor expressly agrees to indemnify, defend, and hold harmless the Town, its officers, directors, agents, and employees (herein called the "indemnitees") from any claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and

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other rights agreed to in this Section, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its sub contractors or persons employed or utilized by them in the performance of the Agreement. Claims by indemnitees for indemnification shall be limited to the amount of Contractor's insurance or one million dollars (\$1,000,000.00) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Agreement and it is part of the project specifications or the bid documents, if any.

8.1.1 The Town's review, comment and observation of the Contractor's service and performance of the Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

8.2 The indemnification obligations under the Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Services. This indemnification shall continue beyond the date of completion of the Services.

8.3 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of the termination of this Agreement for any reason, the terms and conditions of this Agreement will survive as if this Agreement were in full force effect.

SECTION 9.0 – NOTICE

9.1 All notices required under this Agreement shall be sent by email or certified mail, return receipt requested, and if sent to the Town, shall be mailed to:

Howard Tipton, Town Manager
 501 Bay Isles Road
 Longboat Key, FL 34228-3196
 E-mail: Htipton@longboatkey.org

With a copy to:

Jessie Camburn, Utilities Manager
 600 General Harris
 Longboat Key, FL 34228
 Email: Jcamburn@longboatkey.org

and

Maggie Mooney, Esq.
 Town Attorney
 6853 Energy Court
 Lakewood Ranch, Florida 34240
 E-mail: mmooney@flgovlaw.com

and

The Town's Procurement Manager via e-mail at Purchasing@longboatkey.org

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As to the Contractor:

Mr. Michael George
 7256 West Port Place
 West Palm Beach, FL 33413
 Email: Mgeorge@rmservicesolutions.com

SECTION 10.0 – MISCELLANEOUS

10.1 No assignment by either party to this Agreement of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

10.2 Contractor binds itself, its partners, successors, assigns, and legal representatives to the Town in respect of all covenants, contracts, and obligations contained in this Agreement. No employees, agents, or representatives of the Town are personally or individually bound by this Agreement.

10.3 The laws of the State of Florida shall govern all provisions of this Agreement. In the event the parties to this Agreement cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, F.S. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. The sole and exclusive forum, venue, and jurisdiction for any action arising from the Agreement shall be in the 12th Judicial Circuit in and for Sarasota County, Florida.

10.4 If any civil action or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court costs (including without limitation, all such fees, costs and expenses incident to mediation, arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

10.5 This Agreement shall not be modified or amended except in writing with the same degree of formality with which this Agreement is executed.

10.6 A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

10.7 Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and Contractor, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION 11.0 – PUBLIC RECORDS

11.1 Pursuant to applicable Florida law, the Contractor's records associated with the Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. The Contractor agrees to comply with Florida's public records law by keeping and maintaining public records required by the Town in order to perform the Services. Upon request from the Town's Custodian of Public Records, the Contractor shall provide the Town with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not

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disclosed excepts as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the Town. Upon completion of the Agreement the Contractor shall transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain all public records required by the Town to perform the Services. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS TRISH SHINKLE, TOWN CLERK, AT 501 BAY ISLES ROAD, LONGBOAT KEY, FLORIDA 34228, (941) 316-1999, TSHINKLE@LONGBOATKEY.ORG.

SECTION 12.0 – PROHIBITION FOR CONTINGENT FEES

12.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13.0 – STANDARD OF CARE

13.1 The Contractor represents to the Town that it has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

13.2 The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

13.3 The Contractor shall, at no additional cost to the Town, re-perform all those Services which fails to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

13.4 The Contractor warrants that all Services shall be performed by skilled and competent personnel to the professional standards in the field.

SECTION 14.0 - INDEPENDENT CONTRACTOR

14.1 The Contractor undertakes performance of the Services as an independent contractor and will be wholly responsible for the methods of performance.

14.2 The Contractor shall not pledge the Town's credit or make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor shall have no right to speak for or bind the Town in any manner.

SECTION 15.0 - SUBCONTRACTORS

15.1 The Town reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

15.2 If a subcontractor fails to perform or make progress in providing any of the Services, as required by this Agreement, and the Contractor determines it is necessary to replace the subcontractor to complete any services in a timely fashion, then the Contractor shall promptly do so, subject to the Town's right to approve the new subcontractor. The failure of a subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the Town under this Agreement.

SECTION 16.0 - FORCE MAJEURE

16.1 The Contractor shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure": shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the Contractor shall deliver written notice to the Town describing the event in reasonably sufficient detail and how the event has precluded the Contractor from performing its obligations hereunder. The Contractors obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Contractor to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Contractor shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Contractor shall keep the Town duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

SECTION 17.0 – FEDERAL AND STATE TAXES

17.1 The Town is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the Town will provide an exemption certificate to the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the Town, nor shall the Contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

SECTION 18.0 – TOWN RESPONSIBILITIES

18.1 The Town shall be responsible for providing access to all Town project sites, and providing information in the Town's possession that the Contractor may reasonably require to perform the Services including existing reports, studies, financial information, and other relevant data that are available in the files of the Town.

SECTION 19.0 - NON-DISCRIMINATION

19.1 The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

SECTION 20.0 - ACCESS AND AUDITS

20.1 The Contractor shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. The Town shall have access to all books, records, and documents that the Contractor must maintain in accordance with this Section 18 for the purpose of inspection or audit during the Contractor's normal business hours at its usual place of business.

20.2 If the Town determines that the Town has overpaid the Contractor because the Contractor has misrepresented its billable item(s) or reimbursable expenses, the Contractor shall deliver the full amount of any overpayment to the Town. If the Town incurs any fees, costs or expenses to recover the overpayment amount including, but not limited to, administrative accounting and attorneys' fees, costs and expenses, then the Contractor must pay the Town the full amount of the same as such fees, costs and expenses come due.

20.3 If the Town determines that the Contractor has under billed the Town because the Contractor has miscalculated any reimbursable items or rates after submitting the invoice in accordance with Section 2 of this Agreement, then the Contractor waives any claim for additional payment for those services or reimbursable items.

20.4 All invoices submitted to the Town pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time period extending three (3) years beyond the expiration or earlier termination of this Agreement.

SECTION 21.0 – OWNERSHIP OF DOCUMENTS

21.1 The Contractor shall be required to cooperate with other Town Contractors and shall timely provide those Contractors any information requested in the specified format. Any and all documents, records, disks, original drawings, or other information shall become property of the Town for its use and/or distribution as the Town may determine in its sole discretion. The Contractor is not liable for any damages, injury or costs associated with the Town's use or distribution of these documents for purposes other than those originally intended by the Contractor.

SECTION 22.0 - KEY PERSONNEL

22.1 The Contractor shall notify the Town in the event of any key personnel changes, which may affect this Agreement. To the extent possible, notification shall be made at least ten (10) days prior to any proposed changes. The Contractor shall at the Town's request, remove without consequence to the Town any subContractor or employee of the Contractor and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services in accordance with this Agreement requirements. The Town has the right and discretion to reject proposed changes in key personnel.

The following personnel of Contractor shall be considered key personnel:

Name: Michael George, General Manager Cell 352-398-9127

Name: _____

Name: _____

Name: _____

SECTION 23.0 - ANNUAL APPROPRIATIONS

23.1 The Contractor acknowledges that during any fiscal year the Town shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, the Town may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Town may enter into agreements whose duration exceeds one (1) year; however, any such agreement shall be executory only for the value of the services to be rendered which the Town agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Town's performance and obligation to pay the Contractor under this Agreement is contingent upon an annual appropriation being made for that purpose.

SECTION 24.0 - LIMITATION OF LIABILITY

24.1 IN NO EVENT, SHALL THE TOWN BE LIABLE TO THE CONTRACTOR FOR INDIRECT,

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INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE TOWN WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

SECTION 25.0 - DEFAULT AND REMEDY

25.1 If the Contractor materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Contractor receives written notice of the default from the Town, then the Town shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Contractor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement.

25.2 If the Town materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Town receives written notice of the default from the Contractor, then the Contractor shall have the right to immediately terminate this Agreement by delivering written notice to the Town. Upon any such termination, the Town shall pay the Contractor the full amount due and owing for all Services performed through the date of Agreement termination.

SECTION 26.0 – E-VERIFY

26.1 The Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. The Contractor agrees and acknowledges that the Town is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the Town has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Town shall terminate the Agreement. If the Town has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Town shall promptly notify the Contractor and order Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of the Agreement based on the Contractor's failure to comply with the E-Verify requirements referenced herein.

[Remainder of this page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last written below. The Town and the Contractor have signed this Agreement in two originals in counterpart. One counterpart each has been delivered to the Town's Procurement Manager and the Contractor. All portions of the Agreement have been signed, initialed or identified by the Town and the Contractor.

ATTEST:

As To R&M Service Solutions, LLC



(Signature)

Penni L Cala, Bid Coordinator
(Print or Type Name)

Date: 01/03/2025

Seal:

CONTRACTOR:

R&M SERVICE SOLUTIONS, LLC

By: 

Its General Manager
(Title of Authorized Representative)

Michael George
(Print or Type Name)

Date: 01/03/2025**ATTEST:**

As to Town of Longboat Key, Florida

DocuSigned by:



Trish Shinkle, Town Clerk

Date: 1/6/2025

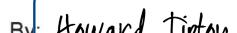
Seal:

DS

**TOWN**

Town of Longboat Key, Florida

DocuSigned by:



Howard Tipton, Town Manager

Date: 1/6/2025**Review of Agreement as to Form**

Signed by:



Maggie O'Rourke

Maggie O'Rourke, Esq., Town Attorney

Exhibit A - Longboat Key Agreement

CONTRACT# WRS/260064



R&MSERV-01

MOWERYD

DATE (MM/DD/YYYY)

7/19/2024

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Dianne Klaus	
	PHONE (A/C, No, Ext): (561) 721-3746	FAX (A/C, No):
	E-MAIL ADDRESS: Dianne.Klaus@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Transportation Insurance Company	20494
INSURED R&M Service Solutions, LLC 7256 Westport Place, Suite A West Palm Beach, FL 33413	INSURER B : The Continental Insurance Company	35289
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6042667780	7/21/2024	7/21/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:	\$							
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6081140945	7/21/2024	7/21/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7034018351	7/21/2024	7/21/2025	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
								\$
								\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	6042667794	7/21/2024	7/21/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Equipment Floater			QT6605N313831-TIL-24	7/21/2024	7/21/2025	Leased/Rented-Item	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER		CANCELLATION	
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

Exhibit A

Incorporated by reference the Town's Invitation For Bid, IFB 24-091, to include all attachments and addenda, and in the Contractor's response thereto.

Exhibit A- Longboat Key Agreement**CONTRACT# WRS/260064**

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IFB 24-091 - Fire Hydrant Mainenance, Repair, Replacement Services				R&M SERVICE SOLUTIONS	
Bid Item #	Description	UoM	Est Qty	Unit Cost	Total Cost
Hydrant Services					
Maintenance					
1	Hydrant Maintenance (Inc GPS sub-meter, scrap, wirebrush and paint)	Each	405	\$110.00	\$44,550.00
2	Scrape, Wire Brush, and Paint Hydrant Only (No Maintenance)	Each	1	\$110.00	\$110.00
3	Attach Hydrant ID Tag	Each	1	\$15.00	\$15.00
4	Install Reflective Road Marker	Each	1	\$20.00	\$20.00
Repair					
5	Bonnet and/or Break Away Flange Bolt Replacement	Each	1	\$50.00	\$50.00
6	Upper Barrel Repair	Each	1	\$800.00	\$800.00
7	Lower Barrel Repair	Each	1	\$1,100.00	\$1,100.00
8	Hydrant Extension 6 Inch	Each	1	\$900.00	\$900.00
9	Hydrant Extension 12 Inch	Each	1	\$1,200.00	\$1,200.00
10	Hydrant Extension 18 Inch	Each	1	\$1,400.00	\$1,400.00
Replace					
11	Replace typical bury (48 inch) hydrant on functioning and restrained isolation valve. This scenario will not require a shut down or line stop.	Each	2	\$10,500.00	\$21,000.00
12	Replace typical bury (48 inch) hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on". This scenario will not require a shut down or line stop	Each	2	\$12,000.00	\$24,000.00
13	Replace typical bury (48 inch) hydrant and (or install) isolation valve on existing restrained MJ tee. This scenario will require a shut down or line stop.	Each	1	\$13,000.00	\$13,000.00
14	Replace typical bury (48 inch) hydrant, isolation valve and tee. This scenario will require a shut down or line stop				
14a	6 inch x 6 inch tee	Each	1	\$16,000.00	\$16,000.00
14b	6 inch x 8 inch tee	Each	1	\$16,500.00	\$16,500.00
14c	6 inch x 10 inch tee	Each	1	\$16,750.00	\$16,750.00
14d	6 inch x 12 inch tee	Each	1	\$16,850.00	\$16,850.00
14e	6 inch x 14 inch tee	Each	1	\$17,250.00	\$17,250.00
14f	6 inch x 16 inch tee	Each	1	\$17,500.00	\$17,500.00
Install					
water main .					
15	with 6 inch x 6 inch wet tap	Each	1	\$12,500.00	\$12,500.00
15a	with 6 inch x 8 inch wet tap	Each	1	\$12,800.00	\$12,800.00
15b	with 6 inch x 10 inch wet tap	Each	1	\$13,250.00	\$13,250.00
15c	with 6 inch x 12 inch wet tap	Each	1	\$13,750.00	\$13,750.00
15d	with 6 inch x 14 inch wet tap	Each	1	\$14,000.00	\$14,000.00
15e	with 6 inch x 16 inch wet tap	Each	1	\$14,150.00	\$14,150.00
16	Abandon existing hydrant and isolation valve in place (below ground)	Each	1	\$5,000.00	\$5,000.00
17	Installation of hydrant other than typical 48 inch bury	per 6 inch increment	6	\$450.00	\$2,700.00
18	Hydrant set more than 6 feet away from centerline of tee	LF	2	\$200.00	\$400.00
19	Hydrant set includes restrain 6 inch MJ bend(s)	Each	1	\$400.00	\$400.00
Valve Services					
20	Valve Maintenance (includes sub-meter GPS location)	Each	50	\$65.00	\$3,250.00
21	Valve Maintenance (includes sub-foot GPS location)	Each	50	\$65.00	\$3,250.00
22	Valve Maintenance (without GPS location)	Each	10	\$65.00	\$650.00

Exhibit A- Longboat Key Agreement**CONTRACT# WRS/260064**

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Bid Item #	Description	UoM	Est Qty	Unit Cost	Total Cost
23	Not found Valve (ref. Valve Maintenance scope of work)	Each	30	\$50.00	\$1,500.00
24	Raise valve box to grade <12 inch depth (excluding concrete areas and vehicular arteries)	Each	30	\$200.00	\$6,000.00
25	Raise valve box to grade <12 inch depth in concrete areas and vehicular arteries	Each	30	\$450.00	\$13,500.00
26	inch dept but <48 inch dept (excluding concrete areas and vehicular arteries)	Each	5	\$500.00	\$2,500.00
27	Raise valve box to grade <12 inch depth but <48 inchdepth in concrete areas and vehicular arteries	Each	5	\$1,550.00	\$7,750.00
28	Replace existing 2 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	5	\$7,500.00	\$37,500.00
29	Replace existing 4 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	5	\$8,000.00	\$40,000.00
30	Replace existing 6 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	4	\$8,000.00	\$32,000.00
31	Replace existing 8 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	1	\$10,000.00	\$10,000.00
32	Replace existing 10 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	1	\$14,000.00	\$14,000.00
33	Replace existing 12 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	\$15,000.00	\$15,000.00
34	Replace existing 14 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	\$17,000.00	\$17,000.00
35	Replace existing 16 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	\$17,000.00	\$17,000.00
36	Installation of 4 inch insertion valve (assume 48 inch bury)	Each	3	\$12,250.00	\$36,750.00
37	Installation of 6 inch insertion valve (assume 48 inch bury)	Each	5	\$13,987.00	\$69,935.00
38	Installation of 8 inch insertion valve (assume 48 inch bury)	Each	1	\$16,125.00	\$16,125.00
39	Installation of 10 inch insertion valve (assume 48 inch bury)	Each	1	\$18,500.00	\$18,500.00
40	Installation of 12 inch insertion valve (assume 48 inch bury)	Each	1	\$23,400.00	\$23,400.00
41	Installation of 16 inch insertion valve (assume 48 inch bury)	Each	1	\$48,000.00	\$48,000.00
Required use of DI pipe in lieu of C-900 PVC pipe					
42	6 inch	LF	10	\$58.00	\$580.00
42a	8 inch	LF	10	\$71.00	\$710.00
42b	12 inch	LF	10	\$91.00	\$910.00
42c	14 inch	LF	10	\$150.00	\$1,500.00
42d	16 inch	LF	10	\$150.00	\$1,500.00
Line Stop Services					
43	4 inch line stop (316 SS fitting)	Each	2	\$13,250.00	\$26,500.00
44	4 inch line stop (epoxy fitting)	Each	2	\$11,550.00	\$23,100.00
45	6 inch line stop (316 SS fitting)	Each	2	\$14,464.00	\$28,928.00
46	6 inch line stop (epoxy fitting)	Each	2	\$13,393.00	\$26,786.00
47	8 inch line stop (316 SS fitting)	Each	1	\$14,986.00	\$14,986.00
48	8 inch line stop (epoxy fitting)	Each	1	\$14,407.00	\$14,407.00
49	10 inch line stop (316) SS fitting	Each	1	\$16,347.00	\$16,347.00
50	10 inch line stop (epoxy fitting)	Each	1	\$15,221.00	\$15,221.00
51	12 inch line stop (epoxy fitting)	Each	1	\$15,221.00	\$15,221.00
52	14 inch line stop (epoxy fitting)	Each	1	\$18,354.00	\$18,354.00
53	16 inch line stop (epozy fitting)	Each	1	\$20,099.00	\$20,099.00
	Dissimilar OD pipe connection for PVC, DIP, CI and AC pipe only				

Exhibit A- Longboat Key Agreement**CONTRACT# WRS/260064**

DocuSign Envelope ID: 77A2520D-DC2A-47D4-B4CE-C1F6D458E82C

Bid Item #	Description	UoM	Est Qty	Unit Cost	Total Cost
54	6 inch	Each	1	\$600.00	\$600.00
55	8 inch	Each	1	\$750.00	\$750.00
56	10 inch	Each	1	\$815.00	\$815.00
57	12 inch	Each	1	\$850.00	\$850.00
58	14 inch	Each	1	\$2,100.00	\$2,100.00
59	Leak sounding at each hydrant and/or valve	Each	5	\$50.00	\$250.00
60	4 inch by-pass piping	LF	10	\$175.00	\$1,750.00
61	6 inch by-pass piping	LF	10	\$200.00	\$2,000.00
62	Mobilization & Demobilization	LS	1	\$1,500.00	\$1,500.00
63	Maintenance of Traffic (MOT)	LS	1	\$1,500.00	\$1,500.00
64	Barracade Type I or II with Warning Light	ED	1	\$20.00	\$20.00
Dewatering					
65	Dewatering 0-6"	LF	1	\$225.00	\$225.00
66	Dewatering 6-12"	LF	1	\$350.00	\$350.00
67	Dewatering 12-18"	LF	1	\$485.00	\$485.00
Misc. Materials					
68	Riprap (sand-cement)	CY	1	\$500.00	\$500.00
69	Fill	CY	1	\$150.00	\$150.00
70	#57 rock	CY	1	\$150.00	\$150.00
71	Shell rock	CY	1	\$150.00	\$150.00
Sod Replacement					
72	Bahia	SY	1	\$150.00	\$150.00
73	St. Augustine	SY	1	\$150.00	\$150.00
74	Seed & Mulch	SY	1	\$150.00	\$150.00
75	Water (1,000 gallons)	GAL	1,000	\$1.00	\$1,000.00
Miscellaneous Services					
76	Excavation of Unsuitable Material - Haul offsite & dispose (truck measure)	CY	1	\$650.00	\$650.00
77	Compaction	CY	1	\$250.00	\$250.00
78	Backfill	CY	1	\$265.00	\$265.00
79	Emergency Call Out Response Time	HRS	1	\$1,000.00	\$1,000.00
Total Base Bid					\$974,464.00

Exhibit C**TOWN OF LONGBOAT KEY, FLORIDA****REIMBURSABLE COST SCHEDULE**

	Single Side	Double Sided
1. Reproduction Cost		
A. Regular Copying	In accordance with Florida Statutes	
B. Blueprint Copy	In accordance with Florida Statutes	
2. Subcontractor Services	Actual Costs	
3. Special Contractors	Actual Costs	
4. Telecommunications		
A. Local	Non-reimbursable	
B. Non-Local	Actual Costs	
5. Computer Services	Non-reimbursable	
6. Travel Expenses	In accordance with Chapter 112.061 Florida Statutes	
7. Postage, Fed Ex, UPS	Actual Costs	
8. Pre-approved Equipment (Includes purchase and rental of equipment used in project)	Actual Costs	

Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with an applicable task designated by the Town to the Contractor.

Exhibit B - Letter of Agreement

CONTRACT# WRS/260064



R&M Service Solutions, LLC.
Michael George, General Manager/Owner
11820 Uradco Place, Suite #103
San Antonio, Florida 33576
877-847-6747 Office 352-398-9127 Cell
Email: mgeorge@rmservicesolutions.com
<https://www.rmservicesolutions.com>

October 07, 2025

City of Ocala Water Resources
Stacey Ferrante, Infrastructure Manager
1805 NE 30th Avenue, Bldg. 600
Ocala, Florida 34470
352-351-6772 Office 352-572-0484 Cell
Email: sferrante@ocalafl.gov

Stacey Ferrante,

R&M Service Solutions, LLC is excited to extend the **City of Ocala** the option to “piggyback” off the Town of Longboat Key Fire Hydrant Maintenance, Repair and Replacement Services IFB 24-091 contract. As you are probably aware, piggybacking avoids the lengthy bid process and allows you to take advantage of the low pricing structure offered to large municipalities for these services.

HYDRANT SERVICES

- Maintenance, testing, painting, repair and replacement of Hydrants (including sub-foot GPS Location)
- Maintenance, testing and replacement of Hydrant Valves
- Provide documentation in .XLS, Shapefile or Database formats

VALVE SERVICES

- Valve assessment, maintenance, repair and replacements (includes sub-foot GPS Location)
- Valve assessment and maintenance (without GPS location)
- Provide documentation in .XLS, Shapefile or Database formats

Respectfully,

Michael George

Michael George
General Manager/Owner

Certificate Of Completion

Envelope Id: 540D62CD-B892-41D9-B2DE-811641300C07

Status: Completed

Subject: Cooperative Purchasing Agreement for Annual Hydrant Maintenance, Repair, and Replacement_WRS/260064

Source Envelope:

Document Pages: 28

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

110 SE Watula Avenue

EnvelopeD Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

10/21/2025 1:29:58 PM

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Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

Signature

Mike George

mgeorge@rmservicesolutions.com

General Manager

Security Level: Email, Account Authentication
(None)

Signed by:



C028FCCCBA34467...

Signature Adoption: Pre-selected Style

Using IP Address: 108.190.214.64

Timestamp

Sent: 10/21/2025 1:43:06 PM

Viewed: 10/21/2025 3:36:57 PM

Signed: 10/21/2025 3:38:22 PM

Electronic Record and Signature Disclosure:

Accepted: 12/6/2023 6:00:58 PM

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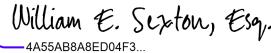
William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication
(None)

Signed by:



4A55AB8A8ED04F3...

Sent: 10/21/2025 3:38:23 PM

Viewed: 10/22/2025 10:43:11 AM

Signed: 10/22/2025 10:43:56 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM

ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/21/2025 1:43:06 PM
Certified Delivered	Security Checked	10/22/2025 10:43:11 AM
Signing Complete	Security Checked	10/22/2025 10:43:56 AM
Completed	Security Checked	10/22/2025 10:43:56 AM

Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.